

Commonwealth of Virginia
REQUEST FOR PROPOSAL (RFP)

Issue Date: April 11, 2014

Issue Title: **Quality Service Reviews (QSRs)**

Issuing Agency: Department of Behavioral Health and Developmental Services (DBHDS) - P.O. Box 1797, Richmond, Virginia 23218-1797

Using Agency and Location Where Work Will Be Performed: DBHDS - Statewide

Period of the Contract: **July 2014** through **June 2015** (Estimated Contract Start Date).

Renewals: Contract may be renewed for six additional periods of one year duration upon mutual agreement between all parties and subject to availability of funding.

Proposals will be received for furnishing services described herein until:

June 5, 2014 – 3:00 PM EST (Thursday)

All inquiries for information shall be directed to:

Proposal Preparation and General Procedural Queries:	Mike Oprysko (804) 786-6562 or via the e-mail address to the right.	<div data-bbox="625 953 815 1150"> <p>NOTE:</p> </div> <div data-bbox="815 953 1513 1896"> <p>Vendors who expect to submit proposals in response to this solicitation are requested to return <u>Form 1 – Intention to Respond</u> via e-mail address below no later than close of business (5:00 pm EST) on April 25, 2014 (Friday).</p> <p>To ensure that all questions are answered in an appropriate manner, interested vendors are requested to submit their questions via e-mail to mike.oprysko@dbhds.virginia.gov using the enclosed <u>Form 2—E-Mail Back Solicitation Questions</u> to include e-mail address, voice and fax phone numbers by no later close of business (5:00 pm EDT) on April 25, 2014 (Friday).</p> <p>Any questions submitted after the above deadline will be answered as time permits. Answers to ALL questions submitted by the initial deadline should be posted no earlier than close of business on April 28, 2014 and no later than later than close of business on May 2, 2014.</p> <p>May be obtained at www.dbhds.virginia.gov Click on link to Procurement/Solicitations and look for solicitation number assigned. Copies may also be obtained at www.eva.virginia.gov Locate “Popular Features” and look for solicitation title and number assigned in “Solicitations, Quick Quotes and Awards.”</p> </div>
Copies of RFP and Posting of Answers to Questions received by 4/23/14 deadline.		

Proposal Delivery Information:

All Proposals shall be addressed: **DBHDS, Office of Administrative Services**. If mailed, send to **P.O. Box 1797, Richmond, VA 23218-1797**; if hand delivered **Jefferson Building, 8th Floor - Room 816, 1220 Bank Street, Richmond, Virginia, 23219**. Envelopes should be marked with RFP number and opening date and time. It is the contractor's responsibility to assure that proposals are received and logged in by Procurement Operations staff at the location indicated by the date and time above, regardless of the method of delivery. The issuing agency is not responsible for delays in the delivery of mail by the U.S. Postal Service or other couriers. LATE proposals will **NOT** be accepted under any circumstances. The above page and this signature page **must** accompany your proposal, with all information supplied and signatures applied as required.

IN COMPLIANCE WITH THE ABOVE REFERENCED REQUEST FOR PROPOSALS AND TO ALL THE CONDITIONS IMPOSED HEREIN, IN FACT OR BY REFERENCE, THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE SERVICES IN ACCORDANCE WITH THE ATTACHED SIGNED PROPOSAL OR AS MUTUALLY AGREED UPON BY SUBSEQUENT NEGOTIATION.

Offeror Name and Address:

Date: _____
By: _____
(Official Signature in Ink)

Telephone: _____

FEI/FIN Number: _____

eVA Vendor ID: _____

Printed

Name: _____

Title: _____

E-mail: _____

SWAM Certification # (if applicable): _____

State Corporation and Commission ID #: _____ (See Special Terms and Conditions):

The following information shall be supplied. (**Please check (☒) for all that apply**)

<input type="checkbox"/>	Contractor DOES consider his/her firm to be a small business.
<input type="checkbox"/>	Contractor does NOT consider his/her firm to be a small business
<input type="checkbox"/>	Contractor IS certified as a small business by VA Department of Minority Business Enterprise (DMBE).
DMBE Certification #	
<input type="checkbox"/>	Contractor is NOT certified as small business by VA Department of Minority Business Enterprise.
<input type="checkbox"/>	Contractor IS an eVA registered vendor. (Learn about eVA at www.eva.virginia.gov)
<input type="checkbox"/>	Contractor is NOT an eVA registered vendor.

How did Vendor obtain a copy of this RFP **Please check (☒) appropriate box**

<input type="checkbox"/>	Copy of RFP obtained as a result of notification from VBO Buyer at www.eva.virginia.gov
<input type="checkbox"/>	Copy of RFP obtained as a result of newspaper advertisement & downloaded at www.eva.virginia.gov
<input type="checkbox"/>	Copy of RFP obtained by contacting issuing agency & downloaded at www.dbhds.virginia.gov
<input type="checkbox"/>	Copy of RFP obtained by a referral
<input type="checkbox"/>	Copy of RFP obtained by other means. (Please explain)

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against an Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

E-MAIL BACK: Your assistance is requested. Please fax back by no later than close of business on **April 25, 2014 - 5:00 pm EST.**

TO: Office of Administrative Services - Virginia Department of Behavioral Health and Developmental Disabilities - Richmond, Virginia 23218

E-MAIL TO: mike.oprysko@dbhds.virginia.gov

The organization below (check any that apply):

☐ Intends to prepare and submit a proposal to the above referenced solicitation.

Our contact person will be: _____

Contact voice phone number is: _____

Contact fax number is: _____

Contact e-mail address: _____

☐ Does NOT intend to respond to the above referenced solicitation.

☐ Other message: _____

Company Name: _____

Person Responding: _____

Voice Phone: _____ Fax: _____

FORM 2—E-Mail Back Solicitation Questions
No Cover Sheet Is Required.

E-MAIL BACK Questions: Answers to questions that are received by **April 25, 2014 - 5:00 PM EDT** will be posted at the locations listed on page 1 of 35 of the Request for Proposal.

TO: Office of Administrative Services - Virginia Department of Behavioral Health and Developmental Disabilities - Richmond, Virginia 23218

E-MAIL TO: mike.oprysko@dbhds.virginia.gov

Please record your question(s) regarding the above referenced solicitation:

Your Company:

Your Name:

Your Voice Phone:

E-Mail:

Fax Phone:

QUALITY SERVICE REVIEWS (QSRS)
RFP# 720C-04391-14M
TABLE OF CONTENTS

	PAGES
I. BACKGROUND.....	6-7
II. PURPOSE AND OBJECTIVE.....	7
III. NATURE AND SCOPE OF SERVICES.....	7-9
IV. PROJECT DELIVERABLES.....	9-11
V. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS	11-16
VI. EVALUATION AND AWARD CRITERIA.....	16-17
VII. GENERAL TERMS AND CONDITIONS	17-23
VIII. SPECIAL TERMS AND CONDITIONS	23-27

ATTACHMENTS

A. COMMUNITY SERVICE BOARDS AND REGIONS	28-29
B. CONTRACTOR'S DATA SHEET.....	30
C. STATE CORPORATION COMMISSION FORM.....	31
D. EXCEPTIONS TO RFP	32
E. PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION	33
F. SMALL BUSINESS SUBCONTRACTING PLAN	34-35

I. **BACKGROUND:**

The Commonwealth of Virginia (the Commonwealth) is committed to full compliance with Title II of the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, as interpreted by *Olmstead v. L.C.*, 527 U.S. 581 (1999). On August 23, 2012 U.S. District Court Judge John A. Gibney approved the settlement agreement between the Commonwealth and the U.S. Department of Justice regarding Virginia's developmental services system [United States V. Commonwealth of Virginia, United States District Court for Eastern District of Virginia (Civil Action No. 3:12 CV 059)]. This agreement is intended to ensure the Commonwealth's compliance with the ADA and *Olmstead*, which require that, to the extent the Commonwealth offers services to individuals with intellectual or developmental disabilities, such services shall be provided in the most integrated setting appropriate to meet their needs.

The Commonwealth is committed to the goals of community integration, self-determination, and quality services for all Virginians who need publicly-funded services and supports. The Department of Behavioral Health and Developmental Services hereinafter referred to as DBHDS or the Purchasing Agency must perform **Quality Service Reviews (QSRs)** for a statistically significant sample of individuals with intellectual disability (ID) or developmental disabilities (DD) receiving services under the settlement agreement. This includes individuals receiving services provided through the Medicaid home and community-based ID and DD waivers, in community ICFs/ID, in training centers operated by DBHDS, and in nursing facilities with ID or DD diagnoses. QSR requirements delineated in the settlement agreement follow:

1. *Use Quality Service Reviews ("QSRs") to evaluate the quality of services at an individual, provider, and system-wide level and the extent to which services are provided in the most integrated setting appropriate to individuals' needs and choice. QSRs shall collect information through:*
 - a. *Face-to-Face interviews of the individual, relevant professional staff, and other people involved in the individual's life; and*
 - b. *Assessment, informed by face-to-face interviews, of treatment records, incident/injury data, key-indicator performance data, compliance with the service requirements of this Agreement, and the contractual compliance of community services boards and/or community providers*
2. *QSRs shall evaluate whether individuals' needs are being identified and met through person-centered planning and thinking (including building on the individuals' strengths, preferences, and goals), whether services are being provided in the most integrated setting appropriate to the individuals' needs and consistent with their informed choice, and whether individuals are having opportunities for integration in all aspects of their lives (e.g., living arrangements, work and other day activities, access to community services and activities, and opportunities for relationships with non-paid individuals).*

Information from the QSRs shall be used to improve practice and the quality of services on the provider, CSB, and system wide levels.
3. *Ensure those conducting QSRs are adequately trained and a reasonable sample of look-behind QSRs are completed to validate the reliability of the QSR process.*
4. *Conduct QSRs annually of a statistically significant sample of individuals receiving services under this Agreement.*

(From Section V.1. with focus on V.1.1.a.)

DBHDS will work with the Contractor to identify and provide information pertaining to Settlement Agreement and contractual compliance requirements and expects that this information will be used by Contractor as part of its quality service reviews.

II. PURPOSE AND OBJECTIVE:

The purpose of this Request for Proposals (RFP) is to solicit proposals to perform QSRs that use **proven** approaches and strategies to meet the QSR requirements described in the Commonwealth's Settlement Agreement with the U.S. Department of Justice.

Virginia DBHDS is seeking an organization that shall be either a Quality Improvement Organization (QIO) or QIO-like entity approved by the U.S. Centers for Medicare and Medicaid Services (CMS) to perform external quality reviews of services and supports provided to individuals with intellectual or developmental disabilities across Virginia.

A successful organization will have documented qualifications and demonstrated experience, capabilities, and previous accomplishments conducting assessments of the quality of intellectual and developmental disabilities services and supports at the individual, provider, and regional/statewide systems levels.

III. NATURE AND SCOPE OF SERVICES:

Quality Service Review (QSR) Focus:

The Contractor shall evaluate the following at the individual, program, community services board (CSB), regional (health planning region), and statewide levels:

1. Whether individuals' needs are being identified and met through person-centered thinking and planning (including building on the individuals' strengths, preferences, and goals);
2. Whether services are being provided in the most integrated setting appropriate to individuals' needs and consistent with their informed choice; and
3. Whether individuals are having opportunities for integration in all aspects of their lives (e.g., living arrangements, work and other day activities, access to community services and activities, and opportunities for relationships with non-paid individuals).

Attachment A provides a list of CSBs and health planning regions (HPRs).

Primary Responsibilities:

The Contractor shall perform the following activities for the period of 1-year upon award and as mutually agreed.

Conduct Person-Centered Reviews (PCRs) of a statistically significant sample of individuals receiving services and supports under the Settlement Agreement (approximately 300-400 individuals). The methodology for selecting the sample of individuals to participate in PCRs shall be determined in collaboration with and approved by the DBHDS.

Survey questions, instruments, checklists, program review/interview protocols, and database applications required developed or used by the Contractor for PCRs shall be in approved by the DBHDS.

PCRs shall gather and assess information required to respond to the QSR evaluation requirements identified in the Settlement Agreement. At a minimum, PCRs shall include the following for each selected individual:

1. Reviews of the selected individuals' individualized service plans (ISPs) and assessments, support coordinator records, services or supports program records, and other information about the individual, such as basic demographic and services information, critical incidents/injuries, and individual outcomes;
2. Face-to-face interviews of the selected individuals receiving services under the Agreement;
3. Face-to-face interviews of family members/guardians and others involved in the lives of the selected individuals;
4. Face-to-face interviews of support coordinators and relevant professionals providing services and supports to the selected individuals; and
5. On-site observations of interactions and activities involving the selected individuals.

PCR results shall be used by the Contractor to develop recommendations to improve (a) person-centered thinking and planning; (b) provision of services and supports in the most integrated setting appropriate to individuals' needs and consistent with their informed choice; and (c) opportunities for integration in all aspects of individuals' lives.

Conduct Provider Quality Reviews (PQRs) of direct services and supports providers serving individuals selected to participate in PCRs. The number of and methodology for identifying providers of direct services to individuals selected for PCRs to participate in PQRs shall be determined in collaboration with and approved by DBHDS.

Survey questions, instruments, checklists, program review/interview protocols, and database applications required developed or used by the Contractor for PQRs shall be approved by the DBHDS.

PQRs shall collect information about the extent to which each provider utilizes person-centered thinking and planning, provides developmental services and supports in the most integrated setting appropriate to individuals' needs and choice; and provides opportunities for community integration. At a minimum, PQRs shall include face-to-face interviews with provider administrative staff; on-site observations of the provider's delivery of services and supports; consideration of provider contractual, regulatory, and Settlement Agreement compliance; and review and assessment of the following:

1. Program services, policies and practices, provider performance, and individual outcomes;
2. PCR results for individuals served by the provider;
3. The program's incorporation of person-centered thinking and choices, provision of services that are appropriate to individuals' needs and consistent with their informed choice, and promotion of opportunities for community integration;
4. National Core Indicator (NCI) adult consumer and family survey results (note: NCI surveys are conducted annually by the Partnership for People with Disabilities at Virginia Commonwealth University); and
5. Other information affecting the provider's provision of quality services and supports as defined by the Contractor.

The Contractor shall use PQR results to develop and present recommendations for improving practice and service quality to the provider.

Complete QSR Assessments at the CSB, regional, and statewide levels that shall include results of:

1. Person Centered Reviews (PCRs);
2. Provider Quality Reviews (PQRs);
3. Assessment of services system key performance indicators, individual outcomes, critical incidents, injuries, and mortality data;
4. National Core Indicator (NCI) individual and family/others in individuals' lives survey results;
5. Services system compliance with contractual, regulatory, and Settlement Agreement requirements; and
6. Other data, as agreed upon by the Contractor and DBHDS.

Submit QSR Assessment Reports to the Department that shall include:

1. PCR and PQR results, including the extent to which selected individuals':
 - a. Needs are being identified and met through person-centered planning and thinking,
 - b. Services and supports are being provided in the most integrated settings appropriate to individuals' needs and consistent with informed choice, and
 - c. Are provided opportunities for community integration in all aspects of their lives;
2. Assessment of services system key indicator performance, critical incidents and injuries, mortality data, individual outcomes, provider compliance, and other data provided by DBHDS or compiled by the Contractor, and
3. Recommendations to the DBHDS, State Quality Improvement Committee, and Regional Quality Councils for improving service quality and practices at the provider, CSB, regional, and statewide levels.

IV. PROJECT DELIVERABLES:

The Contractor agrees to provide the Contracting Agency (DBHDS) with the following deliverables. All reports and submissions should be sent to Charline Davidson at charline.davidson@dbhds.virginia.gov.

- Description of the methodology for individual and provider selection and sampling for DBHDS review and approval to ensure that a statistically significant sample of individuals receiving services under the Agreement is reviewed. The description shall include decision rules, data required of the Contracting Agency, and the order in which PCRs and PQRs would be performed (project workflow). This methodology must meet the following requirements:
 - The QSR sample size must be a statistically significant sample of individuals receiving services under the Settlement Agreement and
 - QSRs must incorporate Person-Centered Reviews (PCRs); Provider Quality Reviews (PQRs) of providers of direct services to individuals selected for PCRs; and key indicator performance, outcomes, critical incidents, injuries, mortality, and compliance data
- QSR project work plan for DBHDS review and approval. The work plan shall include major timeframes for completion of project activities required under the scope of work.
- Survey instruments; checklists; tools; and protocols and procedures for program, assessment, and record reviews, interviews, and on-site observations required to perform contract scope of work for DBHDS review and approval.
- Plan and process describing how QSR assessments will be performed and presented and what data analysis applications will be used.

- Plan and process for ensuring that those conducting interviews are adequately trained and that a reasonable sample of look-behind reviews are completed to validate the reliability of the QSR process.
- QSR Assessments that incorporate the following at the CSB, regional, and statewide levels:
 - PCR results, including findings and recommendations to improve practice and service quality;
 - PQR results, including findings and recommendations to improve practice and service quality;
 - Key performance indicators; critical incident, injury, and mortality data; and individual outcomes data;
 - NCI individual survey and family/others in individuals' lives survey results;
 - Services system compliance with contractual, regulatory, and Settlement Agreement requirements; and
 - Other data as mutually agreed upon by the Contracting Agency and DBHDS.
- Annual QSR Report that includes:
 - QSR assessment results at the CSB, regional, and statewide levels;
 - Conclusions regarding the extent to which:
 - Individual's needs are identified and met through person-centered planning and thinking;
 - Services and supports are provided in the most integrated setting appropriate to individuals' needs and consistent with their informed choice; and
 - Individuals are provided opportunities for community integration in all aspects of their lives; and
 - Recommendations to improve the quality of services and supports.
- Other analyses and ad hoc reports as mutually agreed upon by the DBHDS and Contractor.
- Written progress reports, submitted no later than the 10th day following the end of each month, or more frequently as necessary, that summarize QSR project activities and results. Monthly progress reports shall be submitted to the Contracting Agency programmatic contact and shall include:
 - Status of project activities completed during the month, to include specific numbers of PCRs and PQRs completed;
 - Target dates for completion of remaining or upcoming tasks/activities;
 - Any potential delays or problems anticipated or encountered in reaching target dates and the reason for such delays;
 - Assistance or data required of the Contracting Agency; and
 - Any revisions to the overall work schedule.

The Contractor shall participate in telephone and on-site meetings with DBHDS programmatic contact and executive staff to respond to specific questions identified by the DOJ or DOJ Independent Reviewer.

The Contractor also shall meet with and provide status reports to the DOJ Project 15 QSR Team and to the Statewide Quality Improvement Committee and the five Regional Quality Councils, as requested.

- Final Action Involvement Report prior to completion or at completion of the deliverables for each contract year and prior to final payment. The report shall include the actual dollars spent with small businesses and businesses owned by women and minorities during the performance of this contract. At a minimum this report shall include for each firm contracted with and for each such business class (i.e., for small, for minority-owned, for women-owned) a comparison of the total actual dollars spent on this contract with the planned involvement of the firm and business class as specified in the proposal, and the actual percent of the total estimated contract value.

V. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. General Instructions:

- 1. RFP Response:** In order to be considered for selection Offerors must submit a complete response to this RFP. One (1) original and six (6) copies plus one (1) complete electronic copy must be submitted to the DBHDS in PDF format. The Offeror shall make no other distribution of the proposal. In addition, the Offeror shall submit one (1) redacted (proprietary and confidential information removed) electronic copy in PDF format of their Technical and Cost Proposal.
- 2. Proposal Preparation:**
 - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the Purchasing Agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals, which are substantially incomplete or lack key information may be considered non-responsive and be rejected by the Purchasing Agency. Mandatory requirements are those required by law or are such that they cannot be waived and are not subject to negotiation.
 - b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information that the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to locate where the RFP requirements are specifically addressed.
 - d. The proposals should be typed, bound, single-spaced with a 12-point font on 8 1/2" x 11" paper with 1" margins, page-numbered, and printed on one side only. It shall be acceptable for Offerors to use a larger font size for section headings or a smaller font size for footers, tables, graphics, exhibits, or similar sections. Larger graphics, exhibits, organization charts, and network diagrams may be printed on larger paper as a foldout if 8 1/2" x 11" paper is not practical. Each copy of the Technical Proposal and all documentation submitted shall be contained in single three-ring binder volumes where practical. Each original of the proposal should be bound in single volumes. Each copy shall be bound separately.

- e. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify criticality or requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an Offeror to satisfy a “must” or “shall” requirement does not automatically remove that Offeror from consideration; however it may seriously affect the overall rating of the Offerors’ proposal.
 - f. Ownership of all data, materials and documentation originated and prepared for the Commonwealth pursuant to the RFP shall belong exclusively to the Commonwealth and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and, in the sole discretion of DBHDS, may result in rejection of the proposal.
- 3. Oral Presentation of Proposal:** Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Purchasing Agency. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but to in no way change the Offeror’s original proposal. At the sole discretion of DBHDS, oral presentations may be via a telephone conference call. Oral presentations are an option of the agency and may or may not be conducted.
- 4. Clarifications or Amendments:** No Offeror is guaranteed an opportunity to explain, supplement, or amend its initial proposal. Offerors must not submit a proposal assuming that there will be an opportunity to negotiate, amend, or clarify any aspect of their submitted proposals. Therefore, each Offeror is encouraged to ensure that its initial proposal contains and represents its best offering.
- B. Specific Proposal Instructions:** Proposals should be as thorough and detailed as possible so that the DBHDS may properly evaluate the Offeror’s capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:
1. Return the **RFP cover sheet and all addenda acknowledgments**, if any, signed and filled out as required.
 2. Submit a **written narrative** that includes:
 - 2.1 Executive Summary
The Executive Summary Chapter shall highlight the Offeror’s:
 1. Understanding of the project requirements.
 2. Qualifications and Experience to serve as Contractor for the project.
 3. Overall Approach to the project and a summary of the contents of the proposal, including how the Contractor’s proposed activities will be structured to:

- a. Ensure that QSRs are evaluating whether individuals' needs, including health and safety, are being identified and met;
- b. Allow the Commonwealth to draw conclusions about provider quality in order to improve providers' delivery of services; and
- c. Ensure that individuals are truly in the most integrated settings and activities that are appropriate to their needs.

2.2 Corporate Qualifications and Experience

This section shall describe the Offeror's qualifications and experience to serve as the Contractor for this project, specifically:

a. Organization Status:

1. The name of the Project Director for the Virginia contract and the amount of time the Project Director shall be dedicated to this project, initially as well as ongoing, if awarded;
2. The name, address, telephone number, fax number, and e-mail address of legal entity with whom the contract is to be written;
3. The names, addresses, and telephone numbers of principal officers (president, vice-president, treasurer, chairperson of the board of directors, and other executive officers);
4. The name of the parent organization and major subsidiaries;
5. The organization's major business services;
6. Any specific licenses, certifications, or accreditation held by the Offeror.
7. Documentation of QIO or QIO-like entity approval by CMS

b. Corporate Experience:

1. The Offeror's overall qualifications to carry out a project of this nature and scope;
2. The Offeror's background and its organization's accomplishments, including its experience performing QSRs or similar service improvement activities at the state and sub-state levels;
3. The Offeror's knowledge of and experience assessing the services and support needs of ID and DD populations;
4. The Offeror's knowledge of and experience assessing person-centered thinking and practices;
5. Any other related experience the Offeror thinks is relevant for consideration by DBHDS;
6. The Offeror shall indicate whether the Offeror has had a contract terminated, for any reason, within the last 5 years, and explain the reason; and
7. The Offeror also shall indicate if a claim was made on a payment or performance bond. If so, the Offeror shall submit full details of the termination and the bonds including the other party's name, address.

2.3 Technical Proposal

The Offeror shall fully describe how it intends to meet all Technical Proposal requirements listed in this RFP. DBHDS does not want a “re-write” of the RFP requirements. Specifically, the Offeror shall describe in detail the approach it will use to perform each of the required tasks, and shall include:

1. Description of specific activities (with timeframes) that the Offeror would perform to:
 - a. conduct PCRs and PQRs on a statewide basis;
 - b. complete QSR assessments;
 - c. establish the capability for DBHDS analyses and reporting; and
 - d. compile QSR annual reports;
2. Proposed QSR project workflow, rationale for proposing this workflow, and potential implementation challenges;
3. PCR and PQR face-to-face interview focus areas and key questions to be asked;
4. Procedures and protocols for how PCR and PQR record, program, survey, and other information will be gathered and used to complete PCRs, PQRs, and QSR assessments and reports;
5. Identification and description of any instruments, tools, and checklists that the Offeror would use or develop in collaboration with DBHDS to conduct PCRs and PQRs;
6. Description of the data system(s) or applications the Offeror would use or develop for QSRs and the process through which the Offeror would provide DBHDS direct access to data for analysis and ad hoc reporting;
7. Description of types of data analysis the Offeror would perform;
8. Description of QSR report organization and content;
9. Specific activities for which the Offeror would use sub-contractors, where applicable;
10. Specific activities the Offeror would perform to assure that those conducting QSRs are competent and adequately trained, including interviewer qualifications, recruitment plans, and training requirements;
11. Specific activities the Offeror would perform to validate the reliability of the QSR process; and
12. Other materials that the Offeror would use to perform required QSR tasks.

The Offeror shall describe how each task would be performed, what functions the Offeror’s staff and sub-contractors would perform, what problems it anticipates would need to be overcome, and what information or assistance would be needed from DBHDS.

2.4 Demonstrated Experience and Expertise in Assessing Settlement Agreement Focus Areas:

The Offeror shall provide documentation of its specific experience and expertise, including applicable staff training and qualifications, which will be required to assess and develop quality improvement recommendations focused on:

1. Implementing person-centered thinking and planning;
2. Assuring services and supports are provided in the most integrated settings appropriate to the needs of individuals with ID/DD and consistent with their informed choice; and

3. Providing opportunities for integration of individuals with ID/DD in all aspects of their lives (e.g., living arrangements, work and other day activities, access to community services and activities, and opportunities for relationships with non-paid individuals).

2.5 References

The Offeror shall provide references from at least four, non-Offeror owned previous contracts of the similar size, scope and duration, and Settlement Agreement focus areas, as required in the solicitation.

References shall be for work performed for other governmental clients, public corporations, and/or organizations that support individuals with ID/DD. References shall include the company name, contact name, contact phone number, address, project title, dates of service, and dollar value of project.

2.6 Financial Stability

The Offeror shall submit evidence of financial stability, using one of the following financial reports, as applicable:

1. For a publicly held corporation, a copy of the most recent three years of audited financial reports and financial statements; or
2. For a privately held corporation, sole proprietorship, limited liability company, partnership, or other organization or entity, financial information for the past three years, similar to that included in an annual report, to include at a minimum, an income statement; a statement of cash flows; a balance sheet; number of years in business; and telephone number of a contact in the Offeror's principal financial or banking organization and its auditor.

2.7 Staffing

The proposal shall describe the following:

1. Staffing Plan: The Offeror shall provide a functional organizational chart of the proposed project structure and organization, indicating the lines of authority for proposed staff directly involved in the performance of this contract and relationships of the staff to each function of the organization.

The staffing plan shall indicate the number of proposed FTEs by position and an estimate of hours to be committed to the project by each staff position.

The plan shall also show the number of staff to be employed by the Contractor and staff to be obtained through subcontracting arrangements.

Contact information must be provided for all key staff involved in the implementation and ongoing management of the program.

2. Staff Qualifications and Resumes: Job descriptions for all key staff on the project including qualifications, experience, and/or expertise required shall be included. Resumes limited to two pages must be included for key staff.

The resumes of personnel proposed must include qualifications, experience, relevant education, professional certifications, and training for the position they will fill.

2.8 Cost Proposal

The cost proposal shall include a budget detail, budget narrative and budget summary describing the entire project. In the cost proposal, include the projected cost per review for performing PCRs and PQRs for the following number of reviews:

- PCRs: Cost per review for 300 to 400 individuals and for more than 401 individuals; and
- PQRs: Cost per review for up to 50 providers; for 51 to 75 providers; for 76 to 100 providers; and for more than 101 providers.

2.9 Required Forms

1. Complete and return Attachment B, "Contractor Data Sheet".
2. Complete and return Attachment C, "State Corporation Commission Form".
3. Complete and return Attachment D, "Exceptions to RFP Form".
4. Complete and return Attachment E, "Proprietary/Confidential Information Identification Form".
5. Complete and return Attachment F, "Small Business Subcontracting Plan".

VI. EVALUATION AND AWARD CRITERIA:

A. Evaluation Criteria: Proposals shall be evaluated by the Purchasing Agency using the following criteria:

1. Demonstrated experience of the Contractor in conducting quality reviews and assessments of the same or similar scope as that required for QSRs.
2. Demonstrated knowledge and experience of the Contractor in understanding the principles and assessing the implementation of person-centered thinking and planning, ID/DD service provision in integrated settings appropriate to the individuals' needs and consistent with their informed choice, and facilitation of opportunities for community integration for individuals with ID/DD.
3. The soundness of the Contractor's technical proposal.
4. Demonstrated project management skill ensuring coordination and completion of PCRs and PQRs within timeframes required to incorporate results into QSR assessments.
5. Personnel resource commitment to the project and qualifications of the key staff to be assigned to the project.
6. Cost proposal.
7. Small Business Subcontracting Plan.
8. References from other governmental clients, public corporations and/or organizations that support individuals with ID/DD.

B. Award Criteria: Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals.

Negotiations shall be conducted with the Offerors so selected. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror.

The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D).

Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

- C. Award to Multiple Offerors:** The Purchasing Agency reserves the right to make multiple awards if, in the sole determination of the Purchasing Agency, it is deemed advantageous to do so to ensure statewide coverage of services or to achieve economy or efficiency in the project.

VII. **GENERAL TERMS AND CONDITIONS:**

- A. Vendor's Manual:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendor's Manual* and any revisions thereto, which are hereby incorporated into this contract in their entirety, except as noted below. The procedure for filing contractual claims is in Section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under manuals. The appeals procedures set forth in the DBHDS Departmental Instruction 810 (ADM) 07 are applicable to these contractual services. A copy of this Chapter is available for review in the offices of the DBHDS.
- B. Applicable Laws and Courts:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the Contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendor's Manual*. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. Anti-Discrimination:** By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*.

If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

For every contract over \$10,000 the first and second items below apply:

1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- 2. The Contractor will include the provisions of first item (items a through c above) in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. Ethics in Public Contracting:** By submitting their proposals, all Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. Immigration Reform and Control Act of 1986:** By submitting their proposals, the Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. Debarment Status:** By submitting their proposal, all Offerors certify that they are not currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia.
- G. Antitrust:** By entering into a contract, the Offeror conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. Mandatory Use of State Form and Terms and Conditions for RFPs:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. Clarification of Terms:** If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the contract officer whose name appears on the face of the solicitation, no later than five days before the due date. Any revisions to the solicitation will be made only by addendum issued by the contract officer.
- J. Payment:**
 - 1. To the Prime Contractor:
 - a. **Invoices.** Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

- b. **Payment Terms.** Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. **Contract Price.** All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. **Payment Date.** The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within 30 days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A Contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- (2) To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

- b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

- 3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or other appropriate penalties may be assessed in lieu of withholding such payment.
- 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

- K. Precedence of Terms:** The following General Terms and Conditions *Vendors Manual*, Applicable Laws and Courts, Anti-Discrimination, Ethics in Public Contracting, Immigration Reform and Control Act of 1986, Debarment Status, Antitrust, Mandatory Use of State Form and Terms and Conditions for RFPs, Clarification of Terms, and Payment shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. Qualifications of Offeror:** The DBHDS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Offeror's physical plant prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by or investigations of such Offeror fails to satisfy the Commonwealth that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.
- M. Testing and Inspection:** The DBHDS reserves the right to conduct any test/inspection it may deem advisable to assure services conform to the specifications.
- N. Assignment of Contract:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. Changes to the Contract:** Changes can be made to the contract in any one of the following ways:
1. The parties may agree in writing to modify the scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The DBHDS may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as a result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the DBHDS's right to audit the Contractors records and/or to determine the correct number of units independently; or
 - c. By ordering the Contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the DBHDS with all vouchers and records of expenses incurred and savings realized. The DBHDS shall

have the right to audit the records of the Contractor, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the DBHDS within 30 days from the date of receipt of the written order from the DBHDS. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia's *Vendor's Manual*. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the DBHDS or with the performance of the contract generally.

P. Default: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. Insurance: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Offeror further certifies that the contractor and any subcontractor will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employers Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional named insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 – per occurrence.
5. Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.) - \$2,100,000 per occurrence, \$3,000,000 aggregate. July 1, 2014 - \$2,150,000 per occurrence.

R. Announcement of Award: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

- S. Drug Free Workplace:** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- T. Nondiscrimination of Contractors:** An Offeror shall not be discriminated against in the award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- U. eVA Business-To-Government Vendor Registration:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All Offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2011 thru June 30, 2014, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
- b. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

For orders issued prior to July 1, 2011, the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- V. Availability of Funds:** Is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. Authorization to Conduct Business in the Commonwealth:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

VIII. **SPECIAL TERMS AND CONDITIONS:**

- A. Audit:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, or State auditors shall have full access to and the right to examine any of said materials during said period.
- B. Cancellation of Contract:** DBHDS reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. eVA Business-To-Government Contracts and Orders:** The solicitation/contract will result in a purchase order(s) with the eVA transaction fee specified below assessed for each order.
- a. For orders issued July 1, 2011 thru June 30, 2014, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
 - b. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

- D. Renewal of Contract:** This contract may be renewed by the Purchasing Agency upon written agreement of both parties for six (6) additional periods of up to one year duration under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 30-90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the "other services" category of the CPI-U section of the Consumer Price Index - of the United States Bureau of Labor Statistics for the latest twelve (12) months for which statistics are available as of the date of renewal.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "other services" category of the CPI-U section of the Consumer Price Index - of the United States Bureau of Labor Statistics for the latest twelve (12) months for which statistics are available as of the date of renewal.
- E. Method of Payment:** Payments shall be made to the Contractor on a monthly or quarterly basis as mutually agreed during negotiations. Payments shall be made within 30 days of receipt of accurate and complete invoice; all invoices must display the project number and/or contract number assigned to the resulting contract. Failure to include this information will result in return of invoices for correction. All invoices shall be submitted no later than the 15th day of the month following the months services were rendered. Advance payment requests will not be considered.
- F. Expansion of Target:** Throughout the original contract term and any subsequent renewal, along with the identification of available funding, the Contractor may be utilized, at the sole discretion of the DBHDS, to provide similar services or continuing technical assistance and consultation services in the area addressed by this solicitation.
- G. Prevailing Laws:** All services provided by Contractor pursuant to this agreement shall be performed to the satisfaction of the Agency, and in accord with all applicable federal, state and local law, ordinance, rules and regulations. The Contractor shall not receive payment for work found by the Agency to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule, or regulation.
- H. Obligation of Offeror:** By submitting a proposal, the Offeror covenants and agrees that he/she has satisfied himself/herself, from his/her own investigation of the conditions to be met, that he/she fully understands his/her obligations and that he/she will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.
- I. Prime Contractor Responsibilities:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all sub-contractors that he may utilize, using his best skill and attention. Sub-contractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his sub-contractors and of persons employed by them as he is for the acts and omissions of his own employees.

- J. Subcontracts:** Except as stipulated herein, no portion of the work shall be subcontracted without prior written consent of the DBHDS. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the DBHDS the names, qualifications and experience of their proposed subcontractors and the DBHDS reserves the right to reject any subcontractor proposed throughout the term of this agreement. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- K. Identification of Proposal Envelope:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

Name of Offeror	Due Date	Time
_____	_____	
Street or Box Number	RFP Number	
_____	_____	
City, State, Zip Code	RFP Title	

Name of Contract/Purchase Officer or Buyer: _____

The envelope should be addressed as directed on Page 1 of the solicitation.

If a bid/proposal not contained in the special envelope is mailed, the bidder or Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid or proposal to be disqualified. Bids/proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids/proposals should be placed in the envelope.

- L. Confidentiality and Personally Identifiable Information:** The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement
- M. Contractual Disputes:** Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. Written notice of the Contractor's intention to file such claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. The contract may require submission of an invoice for final payment within a certain time after completion and acceptance of the work. Pendency of claims shall not delay payment amounts agreed due in the final payment.

The claim shall be filed with the Administrative Services Director setting forth the factual basis for the claim. The Administrative Services Director shall review the claim and notify the Contractor of the decision by certified mail within 15 days of receipt. The notification shall set forth the reasons for the decision and inform the Contractor that they may request a review of the decision by the Commissioner by filing such request within 10 days of receipt of the initial decision. The Commissioner may convene a panel to advise on a decision. The Commissioner shall render a final decision setting forth the reasons for the decisions within 30 days of receipt of the request for review.

The Contractor may not institute legal action prior to receipt of the Commissioner's decision on the claim as provided in § 2.2-4364 of the *Code of Virginia*, unless the Commissioner fails to render the decision within 30 days of receipt of the claim.

Failure of the Administrative Services Director or Commissioner to render a decision within the time frames specified shall not have the effect of affirming or denying the claim, but shall only permit the Contractor to proceed to the next step in the process. (§ 2.2-4363 of the *Code of Virginia*).

N. Small Business Subcontracting and Evidence of Compliance:

- A. It is the goal of the Commonwealth that 40% of its purchases shall be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential Offerors are required to submit a Small Business Subcontracting Plan. Unless the Offeror is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No Offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
- B. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on an annual basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
- C. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on an annual basis, information on use of subcontractors that are not DMBE-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

- O. State Corporation Commission Identification Number:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, an Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its proposal a statement describing why the Offeror is not required to be so authorized. Indicate the above information on the SCC Form provided.

Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the Offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

- P. HIPAA / Business Associate Requirements:** Since the performance under this Agreement involves or requires the disclosure of "Individually Identifiable Health Information" or "Electronic PHI" (as those terms are defined by the Health Insurance Portability and Accountability Act "HIPAA", any Contractor awarded a contract as a result of this RFP shall be required to enter into a HIPAA Business Associate Agreement with the Contracting Agency prior to the provision of services.

ATTACHMENT A

COMMUNITY SERVICES BOARDS AND REGIONS

Community Services Board (CSB)	Health Planning Region (HPR)	Jurisdiction(s) in CSB Service Area
Alexandria Community Services Board	HPR 2	City of Alexandria
Alleghany Highlands Community Services Board	HPR 3	County of Alleghany and City of Covington
Arlington County Community Services Board	HPR 2	County of Arlington
Blue Ridge Behavioral Healthcare	HPR 3	Counties of Botetourt, Craig, and Roanoke and Cities of Roanoke and Salem
Chesapeake Community Services Board	HPR 5	City of Chesapeake
Chesterfield Community Services Board	HPR 4	County of Chesterfield
Colonial Behavioral Health	HPR 5	Counties of James City and York and Cities of Poquoson and Williamsburg
Crossroads Community Services Board	HPR 4	Counties of Amelia, Buckingham, Charlotte, Cumberland, Lunenburg, Nottoway, and Prince Edward
Cumberland Mountain Community Services Board	HPR 3	Counties of Buchanan, Russell, and Tazewell
Danville-Pittsylvania Community Services	HPR 3	County of Pittsylvania and City of Danville
Dickenson County Behavioral Health Services	HPR 3	County of Dickenson
District 19 Community Services Board	HPR 4	Counties of Dinwiddie, Greensville, Prince George, Surry, and Sussex and Cities of Colonial Heights, Emporia, Hopewell, and Petersburg
Eastern Shore Community Services Board	HPR 5	Counties of Accomack and Northampton
Fairfax-Falls Church Community Services Board	HPR 2	County of Fairfax and Cities of Fairfax and Falls Church
Goochland-Powhatan Community Services	HPR 4	Counties of Goochland and Powhatan
Hampton-Newport News Community Services Board	HPR 5	Cities of Hampton and Newport News
Hanover County Community Services Board	HPR 4	County of Hanover
Harrisonburg-Rockingham Community Services Board	HPR 1	County of Rockingham and City of Harrisonburg
Henrico Area Mental Health & Developmental Services	HPR 4	Counties of Charles City, Henrico and New Kent
Highlands Community Services	HPR 3	County of Washington and City of Bristol, Virginia
Horizon Behavioral Health	HPR 1	Counties of Amherst, Appomattox, Bedford, and Campbell and City of Lynchburg
Loudoun County Community Services Board	HPR 2	County of Loudoun
Middle Peninsula-Northern Neck Community Services Board	HPR 5	Counties of Essex, Gloucester, King & Queen, King William, Lancaster, Mathews, Middlesex, Northumberland, Richmond and Westmoreland
Mount Rogers Community Services Board	HPR 3	Counties of Bland, Carroll, Grayson, Smyth, and Wythe and City of Galax
New River Valley Community Services	HPR 3	Counties of Floyd, Giles, Montgomery, and Pulaski and City of Radford
Norfolk Community Services Board	HPR 5	City of Norfolk
Northwestern Community Services	HPR 1	Counties of Clarke, Frederick, Page, Shenandoah, and Warren and City of Winchester
Piedmont Community Services	HPR 3	Counties of Franklin, Henry, and Patrick and City of Martinsville
Planning District One Behavioral Health Services	HPR 3	Counties of Lee, Scott, and Wise and City of Norton
Portsmouth Department of Behavioral Healthcare Services	HPR 5	City of Portsmouth
Prince William County Community Services Board	HPR 2	County of Prince William and Cities of Manassas and Manassas Park

Community Services Board (CSB)	Health Planning Region (HPR)	Jurisdiction(s) in CSB Service Area
Rappahannock Area Community Services Board	HPR 1	Counties of Caroline, King George, Spotsylvania, and Stafford and City of Fredericksburg
Rappahannock-Rapidan Community Services Board	HPR 1	Counties of Culpeper, Fauquier, Madison, Orange, and Rappahannock
Region Ten Community Services Board	HPR 1	Counties of Albemarle, Fluvanna, Greene, Louisa, and Nelson and City of Charlottesville
Richmond Behavioral Health Authority	HPR 4	City of Richmond
Rockbridge Area Community Services	HPR 1	Counties of Bath and Rockbridge and Cities of Buena Vista and Lexington
Southside Community Services Board	HPR 4	Counties of Brunswick, Halifax, and Mecklenburg
Valley Community Services Board	HPR 1	Counties of Augusta and Highlands and Cities of Staunton and Waynesboro
Virginia Beach Community Services Board	HPR 5	City of Virginia Beach
Western Tidewater Community Services Board	HPR 5	Counties of Isle of Wight and Southampton and Cities of Franklin and Suffolk

ATTACHMENT B

CONTRACTOR DATA SHEET

1. QUALIFICATIONS OF OFFEROR: The Offeror must have the capability and capacity in all respects in order to fully satisfy all of the contractual requirements.
2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing this type of service: _____ years _____ months.
3. REFERENCES: Offerors shall provide a list of at least four recent references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

<u>ORGANIZATION</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>	<u>TELEPHONE</u>
---------------------	----------------	-----------------------	------------------

a.) _____

b.) _____

c.) _____

d.) _____

4. Offeror name, phone number and State and date of incorporation. If not a corporation, state the type of business organization, names and addresses of owners, address and phone number of principal place of business, date business began and State in which organized:

5. Are you a subsidiary firm: ___YES ___NO. If yes, list the name and location of your parent affiliation:

6. Name and title of firm's official to who further communication should be directed:

I certify the accuracy of this information.

Signed: _____

Title: _____

IMPORTANT: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE

ATTACHMENT C
State Corporation Commission Form

Virginia State Corporation Commission (SCC) registration information. The Offeror:

- ☐ Is a corporation or other business entity with the following SCC identification number:
_____ **-OR-**
- ☐ Is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**
- ☐ Is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Offeror's out-of-state location) **-OR-**
- ☐ Is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the box at the end of this paragraph if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

☐

IMPORTANT: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.

ATTACHMENT D

EXCEPTIONS TO RFP

Unless stated in this portion of the proposal, all Offerors will be considered to have accepted all the Terms and Conditions of this RFP and any amendments as issued without exception. In addition, Offerors should note below any relevant additional services not previously covered in the RFP document that they would like included. Please be detailed in your response.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Name of Firm/Offeror: _____

Signature: _____

IMPORTANT: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.

ATTACHMENT E

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained, as well as the page numbers, and must state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. In addition, a summary of proprietary information submitted shall be submitted on this form. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw such a classification designation, the proposal will be rejected.

Name of Firm/Offeror: _____, invokes the protections of § 2.2-4342F of the Code of Virginia for the following portions of my proposal submitted on _____ (Date).

Signature: _____

Title: _____

DATA/MATERIAL TO BE PROTECTED	SECTION NO., & PAGE NO.	REASON WHY PROTECTION IS NECESSARY

IMPORTANT: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.

ATTACHMENT F
SMALL BUSINESS SUBCONTRACTING PLAN

Definitions

Small Business: "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: This shall not exclude DMBE-certified women- and minority-owned businesses when they have received DMBE small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through DMBE online at www.dmbv.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____

Date: _____

Instructions

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not a DMBE-certified small business, complete Section B of this form. For the Offeror to receive credit for the small business subcontracting plan evaluation criteria, the Offeror shall identify the portions of the contract that will be subcontracted to DMBE-certified small business in this section. Points will be assigned based on each Offeror's proposed subcontracting expenditures with DMBE certified small businesses for the initial contract period as indicated in Section B in relation to the Offeror's total price.

Section A

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (check only one below):

_____ Small Business

_____ Small and Women-owned Business

_____ Small and Minority-owned Business

Certification number: _____

Certification Date: _____

Section B

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement

Small Business Name & Address DMBE Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
Totals \$					

IMPORTANT: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.